

**EXHIBIT “7”**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

Application of GEORGE EDRICH,

Petitioner,

for a Judgment pursuant to CPLR 5225(b) to  
compel payment of money or delivery of property

- against -

MMAL CORP. and SAMUEL FESTINGER,

Respondents.

Index No.: 14498/2010

**AFFIRMATION IN SUPPORT**

SAMUEL FESTINGER affirms the following under the penalty of perjury:

1. I am a Respondent/Defendant in this action and submit this affirmation in support of my application for an Order vacating petitioner George Edrich's ("Edrich") Note of Issue and Certificate of Readiness filed on or about August 15, 2012, granting summary judgment dismissing petition as champertous, and for such other and further relief as the Court deems just and proper.
2. Edrich is my brother-in-law, he was married to my sister Esther at the time she passed away in 1999.
3. In 1994, I purchased 607 Avenue K, Brooklyn, New York (the "Property") and put title in my sister's name as her credit was better than my own. Esther and Edrich never made any of the payments on the property as it was mine, and she was simply holding it for me in trust.

4. After Esther passed away, Edrich decided that he would take the property from me, and based on a technicality<sup>1</sup> the Court ruled in his favor, giving him the property for free.

5. Despite having received a windfall in property, Edrich could not afford to pay the mortgage, or simply did not bother to, and a foreclosure was started against the property.

6. During the foreclosure, mortgage on the Property was purchased by Respondent MMAL Corp.

7. Since that time, Edrich has been trying to extinguish the mortgage by claiming that I control or am the alter ego of MMAL (who took the mortgage by assignment from Bay Ridge Federal Savings and Loan). I am not MMAL.

8. MMAL is trying to foreclose on the Property and Edrich's only defense, that I am MMAL, was ruled against by the Court in that action.

9. Undeterred, Edrich and his counsel Mr. Epstein went out, located, and took an assignment of a 16 year-old judgment that Sequa Financial had obtained against me.

10. Edrich seeks to use the now 16 year-old judgment as a strategy to prevail in the foreclosure action and relitigate the issues that the Court already decided, that MMAL is not my alter ego.

11. It is extremely suspicious that Edrich cannot pay the mortgage or taxes on the Property, but was able to locate and purchase this judgment for \$30,000. Edrich does not have that kind of cash leading me to believe either there was no consideration or it was provided by his attorney.

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<sup>1</sup> There has never been any determination that the property did not belong to me. In fact, the Appellate Court permitted my creditors to assert claims and recover against me from the Property.

12. Not only did he buy the judgment, Edrich and his counsel conducted a non-party deposition of the transactional attorney (on notice to no one) so he could use the testimony to extinguish the mortgage.

13. In no uncertain terms, Edrich and his counsel bought the judgment for the primary purpose of litigation. Edrich cannot pay his mortgage, yet he has \$30,000 in cash to buy judgments against me? Either his counsel bought it or there was no consideration.

14. The Petition to this Court, history between the parties, and evidence support that the primary purpose of acquiring the Sequa Judgment was to afford Edrich the opportunity to litigate with MMAL.

15. My former brother-in-law will stop at nothing to steal the Property that he has already taken title to without ever paying a penny. The assignment of the Sequa judgment had no other purpose but to litigate.

16. Edrich's true intention is not to collect on a legitimately purchased debt but instead to use this litigation as a way of seeking a declaration that MMAL and I are one and the same, which is simply false. This issue was already decided in the foreclosure action, and now Edrich is trying to get a different Court to re-decide the same issue.

17. Mr. Edrich and his attorney have articulated that they purchased the Sequa judgment for this purpose. This litigation is just one more way in which they are attempting to harass me and make me spend more money on re-litigating the same issues.

18. The filing of this proceeding makes clear that Edrich and his counsel's primary purpose in buying the Sequa Judgment was to enable litigation to limit the ability of MMAL to collect its mortgage debt. This should not concern me and I should not have to pay to once again litigate this issue.

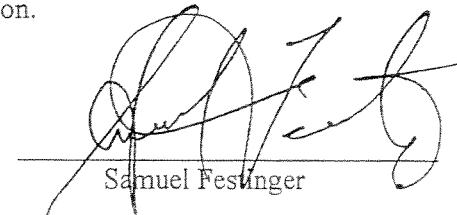
19. My attorney informs me that Edrich's counsel has affirmed that discovery in this matter is complete, this is far from the truth.

20. My counsel did not have an opportunity to depose Edrich and learn once and for all the circumstances of just how he managed to obtain the Judgment.

21. I believe that discovery is required so that an application can be made to preclude Edrich and his attorney from using the judgment for the purpose of litigation and causing me further distress.

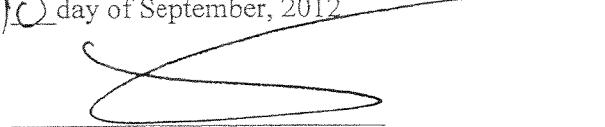
22. At issue are the *bona fides* of the claim that Edrich is an assignee of the Sequa Judgment for consideration. In that regard, there is a question of whether the consideration claimed to have been paid is truthful and more importantly, the sources of that consideration. Petitioner continues to question, although already answered in a separate proceeding, whether or not MMAL and the judgment debtor are alter egos. Discovery is needed to resolve these questions.

WHEREFORE it is respectfully requested that the court dismiss this action as champertous, or in the alternative, strike the Note of Issue and allow the completion of discovery necessary for Respondent to defend this illegal action.



Samuel Festinger

Affirmed to before me this  
10 day of September, 2012



Notary Public

ISRAEL GOLDBERG  
Notary Public, State of New York  
No. 24-48197630  
Qualified in Kings County, 2011  
Commission Expires April 30, 2011

AFFIDAVIT OF SERVICE

STATE OF NEW YORK      )  
                            )  
                            ) ss.:  
COUNTY OF NASSAU      )

NANCYJEAN BROMM, being duly sworn, deposes and says:

Deponent is not a party to the action, is over eighteen (18) years of age and resides in Islip, New York.

On September \_\_\_, 2016 deponent served the within via first class mail, depositing a true copy of the **NOTICE OF MOTION** and **MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT** thereof enclosed in a postpaid properly addressed wrapper in an official depository under the exclusive care of the United States Postal Service within the State of New York, addressed to each of the following persons at the last known address set forth after each name:

Israel Goldberg, Esq.  
Goldberg & Rimberg, PLLC  
Attorney for Defendant Samuel Festinger  
115 Broadway, 3<sup>rd</sup> Floor  
New York, New York 10006  
(212) 697-3250

  
\_\_\_\_\_  
NANCYJEAN BROMM

Sworn to before me this  
\_\_\_\_ day of September, 2016

\_\_\_\_\_  
Notary Public